



## Roofing Insights Directory \$20,000 Guarantee Terms and Conditions



1. **Parties.** Roofing Insights, LLC (“Guarantor”), a Minnesota limited liability company, does hereby agree to indemnify each person who provides payment to a Roofing Insights’ Directory Contractor (a “Payor”), up to the sum of \$20,000 in compliance with this Guarantee Agreement – see Pars. No. 3 and 4 below for Coverage and Exceptions. See Par. 6 for a description of payment terms.
2. **Directory Contractor Definition.** “Directory Contractor” shall include any contracting business or sole proprietor listed online at <https://roofinginsights.com/directory/> on the day payor enters into a written agreement with the Directory Contractor and makes any payment to the Directory Contractor.
  - (i) Payor’s obtaining a written agreement, signed by the contractor and listing the exact business name listed on Roofing Insights’ website, is a prerequisite to establishing that any contractor is a Directory Contractor for whom this Indemnification Agreement applies. This is for Payor’s protection and to assist the verification requirement below.
  - (ii) It is the responsibility of the Payor to Verify that a contractor claiming to be a Directory Contractor is in fact listed on Roofing Insights’ website at the applicable time **VERIFICATION can be obtained by texting 612-254-9849 or by taking a screenshot of RoofingInsights.com. Your Directory Contractor should be able to assist you with verification.**
3. **Coverage.** Roofing Insights will indemnify Payor up to the sum of Payor’s payment made to a Directory Contractor or the sum of \$20,000, whichever is lower, if any of the following triggering events is demonstrated by Payor to have occurred:
  - (i) **Fraud and Limited Business Failure.** Directory Contractor is demonstrated to have shut down its business, either formally or via abandonment, within thirty (30) days of Payor’s payment and without commencing any work within 30 days or as was required by Payor’s written agreement with Director Contractor.
  - (ii) **Code and Manufacturer’s Noncompliance.** Directory Contractor is demonstrated to have performed services and/or installed products in non-compliance with Payor’s applicable building code or in non-compliance with a product manufacturer’s specifications.
4. **Coverage Exemptions.** This Guarantee Agreement is meant to protect payors to Directory Contractors from (a) fraudulent contractors and (b) negligence requiring the demolition and redo of services performed on account of the noncompliance listed in Par. 3(ii) above. It is not intended and does not cover (a) cosmetic issues, (b) clean up problems, (c) disputes regarding insurance scope, payments or deductible issues, or (d) customer service issues such as tardiness, rudeness, response time or similar items.
5. **Claim Process.** Upon receiving a written claim submitted by email or via another process confirmed to commence a claim by a Roofing Insights email or text to Payor, Roofing Insights will investigate for purposes of adjusting the claim for payment as defined in Par. 5 below. Payor understands that Payor’s agreement to be interviewed and make him or her available for interview within a reasonable time period is a precondition to coverage being adjusted and any payment issued by Roofing Insights. Roofing Insights shall adjust and provide its coverage conclusions, in writing, to Payor within 30 days of a valid claim submission.
6. **Payment.** The term “payment” as used in this agreement means remittance to any party, of either the sum Payor paid a Directory Contractor or \$20,000, whichever is less, for purposes of the performance of contracting services originally agreed via written agreement by Directory Contractor. In the case of a claim under 3(ii), payment may include providing Payor with \$20,000 in services performed by a contractor chosen and paid by Roofing Insights. The intention of any payment is to make Payor whole in the receipt of services intended to be completed by any payment to a Directory Contractor.
7. **Miscellaneous.** Payor understands that the adjudication of any dispute involving Payor’s claim shall be brought in the courts of Minnesota, and that by submitting a claim to Roofing Insights, Payor agrees to the personal jurisdiction of Minnesota’s courts.

Dmitry Lipinskiy

*Owner and CEO of Roofing Insights LLC on behalf of Roofing Insights, LLC*